

Prepared by and after recording return to:
Benesch, Friedlander, Coplan & Aronoff LLP
Attn: Jeffrey J. Wild, Esq.
2300 BP Tower
200 Public Square
Cleveland, Ohio 44114-2378
(216) 363-4500

Indexing Instructions:
Part of Northeast Quarter and part
of Northwest Quarter of the
Southeast Quarter of Section 36,
Township 2 South, Range 8 West,
DeSoto County, MS

and

Part of the Southwest Quarter and
part of the Southeast Quarter of the
Northeast Quarter and part of the
Northwest Quarter and part of the
Northeast Quarter of the Southeast
Quarter of Section 36, Township 2
South, Range 8 West, DeSoto
County, MS

**FIRST AMENDMENT TO REVOLVING CREDIT DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO REVOLVING CREDIT DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("First Amendment"), made as of the 15th day of July, 2005, by and between STYLECRAFT LAMPS, INC., a Delaware corporation authorized to do business in the State of Mississippi, whose address is Stylecraft Lamps, c/o Linsalata Capital Partners Fund IV, L.P., Landerbrook Corporate Center One, Suite 280, Mayfield Heights, Ohio 44124, Attention: Gregory Taber, as the grantor ("Grantor") and KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent and lead arranger for the Lenders (as defined in the Credit Agreement (hereinafter defined), whose address is 127 Public Square, Mailcode: OH-01-27-0600, 6th Floor, Cleveland, Ohio 44114, Attention: Scott Kaplan, as the beneficiary ("Beneficiary").

WITNESSETH:

WHEREAS, Beneficiary, Grantor and Patton Picture Company ("Patton"), have executed an Amended and Restated Credit and Security Agreement dated as of August 19, 2004 (the "Original Credit Agreement"), which Original Credit Agreement has been amended and restated pursuant to that certain Second Amended and Restated Credit Agreement among Beneficiary, Grantor, Patton and Jimco Lamp and Manufacturing Company, an Ohio corporation ("Jimco") (as the same may from time to time be amended, restated or otherwise modified) (the "Credit Agreement") pursuant to which Beneficiary will make certain credit facilities available to Grantor, Patton and Jimco;

*Ms Little v Appraisal Co.
4915 F-55 De 104-A
Jam M2 39206*

WHEREAS, Grantor has executed and delivered to Beneficiary that certain Revolving Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of August 18, 2004, in favor of T. Frank Collins for the benefit of Beneficiary and recorded in Book 2052, Page 681 of DeSoto County, Mississippi Records (the "Deed of Trust") with respect to certain real property located in DeSoto County, Mississippi and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor and Beneficiary have agreed to modify certain terms of the Deed of Trust.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Deed of Trust.

2. Sections 1.1.3, 1.1.4 and 1.1.5 of Article 1 of the Deed of Trust are hereby deleted in their entirety and the following new Sections 1.1.3, 1.1.4 and 1.1.5 are hereby substituted in their place:

"1.1.3 The Obligations secured by this Deed of Trust include, without limitation, the following:

(a) the principal amount of Ninety-two Million Dollars (\$92,000,000.00) or so much thereof as may be advanced from time to time by Beneficiary and/or the Lenders pursuant to the Credit Agreement, under various promissory notes, letters of credit and/or other instruments executed and delivered by Grantor to Beneficiary and the Lenders pursuant to and concurrent with the Credit Agreement, including without limitation the following (which are defined as provided under the Credit Agreement):

(i) Revolving Credit Notes and Letters of Credit together in the aggregate principal amount not to exceed Twenty-seven Million Dollars (\$27,000,000.00) with interest at the rate provided under the Credit Agreement, as amended, modified and restated from time to time;

(ii) Term Note A in the principal amount of Thirty Million Dollars (\$30,000,000.00) with interest at the rate provided under the Credit Agreement, as amended, modified and restated from time to time;

(iii) Term Note B in the principal amount of Thirty-five Million Dollars (\$35,000,000.00) with interest at the rate provided under the Credit Agreement, as amended, modified and restated from time to time; plus

(b) interest on the amount advanced and unrepaid, at the interest rate or rates provided in the Credit Agreement.

1.1.4 The Obligations shall mature on June 30, 2011.

1.1.5 The maximum principal indebtedness secured hereby is Ninety-two Million Dollars (\$92,000,000.00) plus amounts which may be advanced by Beneficiary in protection of the Trust Property (as hereinafter defined) or this Deed of Trust."

3. The first three sentences of the first paragraph of Section 2.1 of Article 2 of the Deed of Trust are hereby deleted in their entirety and the following are substituted in their place:

"WITNESSETH, this Deed of Trust is given wholly or partly to secure obligations and future advances and future obligations which may, from time to time, be incurred hereunder. The amount of present obligation secured hereby and for which Grantor is indebted to Beneficiary is the principal sum of Ninety-two Million Dollars (\$92,000,000.00). The maximum principal amount, including present and future obligations, which may be secured by this Deed of Trust at any one time is Ninety-two Million Dollars (\$92,000,000.00)."

4. Except as modified hereby, all of the provisions of the Deed of Trust are hereby ratified and confirmed and the Deed of Trust shall remain in full force and effect.

5. This First Amendment may be executed in multiple identical counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

IN WITNESS WHEREOF, Grantor and Beneficiary have caused this First Amendment to be duly executed as of the day and year first above written.

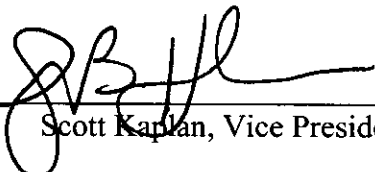
GRANTOR:

STYLECRAFT LAMPS, INC., a Delaware corporation

By: 
Gregory L. Taber, Treasurer

BENEFICIARY:

KEYBANK NATIONAL ASSOCIATION

By: 
Scott Kaplan, Vice President

STATE OF OHIO)
) SS
 COUNTY OF CUYAHOGA)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13th day of July, 2005, within my jurisdiction, the within named Gregory L. Taber, who acknowledged that he is the Treasurer of Stylecraft Lamps, Inc., and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Cindy Oberdorff

 NOTARY PUBLIC

My commission expires:

[AFFIX NOTARIAL SEAL]



CINDY OBERDORFF
 Notary Public, State of Ohio
 My Commission Expires
 October 20, 2009

STATE OF OHIO)
) SS
 COUNTY OF CUYAHOGA)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of July, 2005, within my jurisdiction, the within named Scott Kaplan, who acknowledged that he is the Vice President of KeyBank National Association, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Karen L. Koozer

 NOTARY PUBLIC
 KAREN L. KOOZER, Notary Public
 State of Ohio
 My Commission Expires April 23, 2006

My commission expires:

[AFFIX NOTARIAL SEAL]



EXHIBIT "A"Parcel 1 (222 Kapiak Industrial Drive, Hernando, Mississippi)

LEGAL DESCRIPTION OF 9.36, MORE OR LESS, ACRES OF LAND BEING LOCATED IN PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST, CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI AND ALSO BEING KNOWN AS LOT 1, PECK INDUSTRIAL SUBDIVISION (PLAT BOOK 18, PAGE 48);

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST, CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS WEST 1721.31 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3007.22 FEET TO A IRON PIPE (SET); SAID PIPE BEING THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 10 MINUTES 00 SECONDS EAST 776.78 FEET TO A IRON PIPE (SET); THENCE SOUTH 08 DEGREES 07 MINUTES 00 SECONDS EAST 525.38 FEET TO A IRON PIPE (SET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 78.00 FEET, ARC LENGTH OF 60.02, CHORD BEARING SOUTH 61 DEGREES 18 MINUTES 07 SECONDS WEST, CHORD DISTANCE 58.47 FEET TO A P.K. NAIL (SET) ON THE NORTH RIGHT-OF-WAY LINE OF KAPIAK INDUSTRIAL DRIVE (60' R.O.W.); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, ARC LENGTH 46.66, CHORD BEARING SOUTH 65 DEGREES 22 MINUTES 22 SECONDS WEST, CHORD DISTANCE 44.89 FEET TO A CHISEL MARK (SET); ALONG THE NORTH RIGHT-OF-WAY LINE OF KAPIAK INDUSTRIAL DRIVE; THENCE NORTH 87 DEGREES 53 MINUTES 27 SECONDS WEST 654.99 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF KAPIAK INDUSTRIAL DRIVE (50' R.O.W.) TO A IRON PIPE (SET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, ARC LENGTH 49.82 FEET, CHORD BEARING NORTH 47 DEGREES 08 MINUTES 40 SECONDS WEST, CHORD DISTANCE 45.72 FEET TO A IRON PIPE (SET) IN THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 51; THENCE NORTH 08 DEGREES 19 MINUTES 53 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 51 451.32 FEET TO THE POINT OF BEGINNING CONTAINING, 9.36, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Parcel 2 (325 Kapik Industrial Drive, Hernando, Mississippi)

Tract I: Part of Section 36, Township 2 South, Range 8 West, more particularly described as beginning at the Southeast corner of Section 36, Township 2 South, Range 8 West; thence North along East line of said Section 3, 162.0 feet to a point; thence South 85 degrees 10' West along North line of the J. W. Peek tract 1368.2 feet to an iron pin; thence South 0 degrees 22' West 294.5 feet along said Peek West line to an iron pin; thence South 3 degrees 32' West along said line 419.0 feet to an iron pin for the point of beginning of the following tract of land; thence South 87 degrees 32' East along said Peek South line 786.00 feet to an iron pin; thence North 05 degrees 17' West 100.0 feet to an iron pin; thence North 84 degrees 43' East 98.5 feet to an iron pin, said pin being parallel to said Highway right of way 497.7 feet to an iron pin; thence South 84 degrees 43' West 98.5 feet to an iron pin; thence South 5 degrees 17' East 75.0 feet to an iron pin; thence North 87 degrees 37' West 869.76 feet to an iron pin in center of old Highway 51; thence North 5 degrees 40' East along said center line 271.66 feet to an iron pin; thence North 3 degrees 25' East along said centerline 197.0 feet to the point of beginning and containing 10.01 acres, more or less. All bearings are magnetic.

Tract II: Part of Section 36, Township 2 South, Range 8 West, DeSoto County, Mississippi more particularly described as beginning at a point, said point being an iron pin located in the Northwest corner of the 10.01 acre tract conveyed from David R. Bridgforth, et al to J. D. Webster, Sr. as recorded in Book 128, page 69 of the Deed Records of the Chancery Clerk of DeSoto County, Mississippi; thence South 03 degrees 25' West 197.0 feet to a point; thence South 5 degrees 40' West 271.66 feet to an iron pin; thence North 87 degrees 37' West 98.10 feet to a point in the East right of way of U.S. Highway 51; thence North 05 degrees 58' 39" West 473.48 feet along said right of way to a point; thence South 87 degrees 32' East 186.07 feet to the point of beginning, containing 1.55 acres, more or less. LESS AND EXCEPT a 20 foot wide strip running parallel with and along the entire North line of this said tract which the prior Grantor herein, (Jerry Wayne Peek) his heirs and assigns retained as a right of ingress and egress, with the right, but not limited thereto, to improve said ingress and egress to the specifications required by the County for paved road.

Also a 20 foot right of ingress and egress along the Old Hernando-Memphis Road, which is the West boundary of the 10.01 acre tract described above, said right of ingress and egress to commence at a point 111.7 feet North of the Northwest corner of the Masonic Lodge lot, said point being where the West line of that certain tract of land retained by grantors intersects the East right of way of U.S. Highway 51, with said 20 foot right of ingress and egress to extend along the Old Hernando-Memphis Road to the Southwest corner of the 10.01 acre tract above described.

LESS AND EXCEPT that parcel sold to Mississippi State Highway Commission filed in Book 390 at Page 121, Book 372 at Page 487, and Book 41 at Page 362.

The above referenced legal is more particularly described in Exhibit A-1 as follows:

LEGAL DESCRIPTION OF 9.90, MORE OR LESS, ACRES OF LAND BEING LOCATED IN PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 8 WEST; THENCE WEST 1612.07 FEET TO A POINT; THENCE NORTH 2025.91 FEET TO A IRON PIPE (SET) SAID PIPE BEING THE POINT OF BEGINNING; THENCE NORTH 05 DEGREES 58 MINUTES 39 SECONDS WEST 418.52 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 51 (100' R.O.W.) TO A IRON PIPE (SET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A DELTA ANGLE OF 98 DEGREES 02 MINUTES 15 SECONDS AND A ARC LENGTH OF 59.89 FEET A CHORD BEARING OF NORTH 43 DEGREES 12 MINUTES 23 SECONDS EAST AND A CHORD DISTANCE OF 52.84 FEET TO A IRON PIPE (SET) IN THE SOUTH RIGHT-OF-WAY LINE OF KAPIK INDUSTRIAL DRIVE (50' R.O.W.); THENCE SOUTH 87 DEGREES 45 MINUTES 06 SECONDS EAST 840.48 FEET ALONG SAID RIGHT-OF-WAY TO A P.K. NAIL (SET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS 50.00 FEET AND A DELTA ANGLE OF 53 DEGREES 28 MINUTES 28 SECONDS AND A ARC LENGTH OF 46.87 FEET AND A CHORD BEARING OF SOUTH 61 DEGREES 00 MINUTES 59 SECONDS EAST AND A CHORD DISTANCE OF 44.99 FEET ALONG SAID RIGHT-OF-WAY TO A P.K. NAIL (SET); THENCE ALONG A CURVE TO THE LEFT HAVING RADIUS OF 78.00 FEET AND A DELTA ANGLE OF 138 DEGREES 04 MINUTES 02 SECONDS AND A ARC LENGTH OF 180.49 FEET AND A CHORD BEARING OF NORTH 77 DEGREES 41 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 140.87 FEET ALONG SAID RIGHT-OF-WAY TO A P.K. NAIL (FOUND); THENCE SOUTH 87 DEGREES 34 MINUTES 42 SECONDS EAST 112.21 FEET TO A IRON PIN (FOUND); THENCE NORTH 05 DEGREES 19 MINUTES 43 SECONDS WEST 99.89 FEET TO A FENCE RAIL (FOUND); THENCE NORTH 85 DEGREES 50 MINUTES 30 SECONDS EAST 7.45 FEET TO A IRON PIPE (SET); THENCE SOUTH 04 DEGREES 12 MINUTES 40 SECONDS EAST 178.42 FEET TO A COTTON PICKER SPINDLE (FOUND) IN THE WEST LINE OF THE 1.198 ACRE INTERSTATE HIGHWAY 55 RIGHT-OF-WAY (DEED BOOK 372, PAGE 487); THENCE SOUTH 00 DEGREES 28 MINUTES 35 SECONDS WEST 184.86 FEET ALONG SAID RIGHT-OF-WAY TO A IRON PIN (FOUND); THENCE SOUTH 02 DEGREES 28 MINUTES 09 SECONDS EAST 229.78 FEET TO A IRON PIPE (SET); THENCE NORTH 87 DEGREES 37 MINUTES 00 SECONDS WEST 942.28 FEET TO THE POINT OF BEGINNING CONTAINING 9.90, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

ALSO A 20 FOOT RIGHT OF INGRESS AND EGRESS ALONG THE OLD-HERNANDO-MEMPHIS ROAD (HIGHWAY 51), WHICH IS THE WEST BOUNDARY OF DESCRIBED ABOVE PROPERTY.